



**ELECTRONIC DATA INTERCHANGE (EDI)  
PROJECT AGREEMENT**

This is an agreement between the parties named below to use Electronic Data Interchange (EDI) technologies and techniques for the purposes and objectives set out below which may be amended from time to time in writing by mutual agreement and such further purposes and objectives as the parties may agree in writing from time to time with reference to this Agreement.

1. Parties: ( \_\_\_\_\_ ) referred to as "Trading Partner" and the Missouri Division of Workers' Compensation referred to as "Division." The Trading Partner and the Division agree to participate in the Division and International Association of Industrial Accident Boards and Commissions (IAIABC) EDI Project for filing the electronic reports including the Reports of Injury and other forms as adopted by the Division referred to as the "Project."
2. The Division has an agreement with IAIABC to provide guidance and assistance to the parties during the course of the project.
3. Electronic transmission of the reports will be accomplished via the method and time specified in the attached Trading Partner Table, which is made part of this agreement. The specific data elements to be transmitted for each report are defined on the attached Trading Partner Table, which includes record layouts, and EDI Missouri Specific Requirements documents which are made part of this agreement. Data elements shall be set forth in a corresponding Trading Partner Table and technical edits shall be identified via a correspondence flat file format, ANSI transmission document or other agreed-upon method.
4. The Project will commence with transmission of an agreed-upon version of an IAIABC-approved Report of Injury or other forms. During the testing phase, the Trading Partner will be required to file paper forms in addition to the electronic transmission of records. Once the testing requirements are met, the Trading Partner will no longer be required to file paper forms.
5. A successful transmission is one that: (a) meets or passes all technical requirements; and (b) matches or is more accurate than the paper forms filed.
6. The Project will continue with the transmission of other forms required by the Division or other data retained or sought by any Party. The procedure followed for implementation of EDI transmission of the Report of Injury and other forms, will be utilized for subsequent forms or reports.
7. All costs of transmission to the Division and all acknowledgment costs shall be paid by the Trading Partner.

**Confidentiality:** Trading Partner understands and agrees that any and all information from or relating to a employee's file, Missouri Division of Workers' Compensation files, and Missouri Division of Workers' Compensation databases shall be kept privileged and confidential. Parties agree that any information contained in, or derived from, any Missouri Division of Workers' Compensation claim file, shall not be disclosed to any party unauthorized to receive such information. The Division case records are confidential under § 287.380, RSMo. Requests received by a party for information from a Report of Injury file shall be directed to the Division's custodian of records.

**Database Security:** Trading Partner understands and agrees that it will not enter any unauthorized data, nor make any unauthorized changes to data or disclose any information without prior authorization. Violating a data security system or allowing unauthorized access by another party, is a Class A misdemeanor under § 569.095, RSMo. Trading Partner also understands and agrees that they shall not tamper with any record and has been informed to do so is a criminal offense which could result in being charged with Tampering with a Public Record, also a Class A misdemeanor, under § 575.110, RSMo. Trading Partner further understands and agrees that it is a crime to access unlawfully or allow someone else to access unlawfully any stored communication or to tamper with computer data, computer systems or computer networks and doing so may result in being charged with a Class A misdemeanor, and if committed under certain circumstances to defraud or obtain property for \$150 or more, the charge will be a Class D felony under § 569.095, RSMo.

IN WITNESS WHEREOF, the Trading Partner has executed this Agreement as dated below.

---

*Trading Party Company Name*

---

*Carrier/Sender Authorized Representative Signature*

---

*Printed Name*

---

*Title*

---

*Date*

---

*Patricia "Pat" Secrest, Director  
Division of Workers' Compensation*

---

*Date*